

1 Lesley D. Bohleber (SBN 49150)  
LLueke@aldridgepite.com  
2 **ALDRIDGE PITE, LLP**  
The Ogden Building  
3 9311 SE 36<sup>th</sup> St, Ste 100  
Mercer Island, WA 98040  
4 Telephone: (425) 644-6471

Honorable Christopher M Alston  
Chapter: 13  
Hearing Location:  
Hearing Date: Seattle  
Hearing Time: 9/26/2019  
Response Date: 9:30 AM  
9/19/2019

5 **Mailing Address:**  
4375 Jutland Drive, Suite 200  
6 P.O. Box 17933  
San Diego, CA 92177-0933  
7 Telephone: (858) 750-7600  
Facsimile: (619) 590-1385  
8

9  
10 Attorneys for Movant  
Wilmington Savings Fund Society, FSB, d/b/a  
11 Christiana Trust, not individually but as trustee  
for Pretium Mortgage Acquisition Trust

12 **UNITED STATES BANKRUPTCY COURT**  
13 **WESTERN DISTRICT OF WASHINGTON (SEATTLE)**

14 In re  
15 YUDID HERNANDEZ AKA YUDID  
16 RIVERA DBA YUDID HERNANDEZ,  
17 Debtor.  
18

Case No. 18-13998-CMA

Chapter 13

**DECLARATION IN SUPPORT OF  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY AND CO-DEBTOR  
STAY**

19  
20 I, Keshla Stieber, declare: **Team Lead - Bankruptcy**

21 1. I am over 18 years of age and am employed as a \_\_\_\_\_ of Selene  
22 Finance LP ("Selene"). In such capacity, I am authorized to make this declaration regarding the loan  
23 described below (the "Loan"). If called to testify in this matter, I would testify under oath as to the  
24 following:

25 2. I have access to and am familiar with Selene's books and records regarding the Loan,  
26 including Selene's servicing records and copies of the applicable Loan documents. I am familiar  
27 with the manner in which Selene maintains its books and records, including computer records  
28 relating to the servicing of the Loan. Selene's records are made at or near the time of the occurrence

**DECLARATION IN SUPPORT OF MOTION FOR RELIEF  
FROM AUTOMATIC STAY AND CO-DEBTOR STAY**  
Page 1

ALDRIDGE PITE, LLP  
4375 Jutland Drive; P.O. Box 17933  
San Diego, CA 92177-0933  
Telephone: (425) 644-6471

1 of the matters set forth in such records, by an employee or representative with knowledge of the acts  
2 or events recorded. Such records are obtained, kept and maintained by Selene in the regular course  
3 of Selene's business. Selene relies on such records in the ordinary course of its business.

4 3. Selene has the contractual right and responsibility to service the Loan on Wilmington  
5 Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium  
6 Mortgage Acquisition Trust's behalf.

7 4. As the loan servicer, Selene acts as an agent for Wilmington Savings Fund Society,  
8 FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust  
9 and is generally responsible for the administration of the Loan until the loan is paid in full, assigned  
10 to another creditor, or the servicing rights are transferred. Administering the Loan includes, among  
11 other things, sending monthly payment statements, collecting monthly payments, maintaining records  
12 of payments and balances, collecting and paying taxes and insurance (and managing escrow and  
13 impound funds), remitting monies to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust,  
14 not individually but as trustee for Pretium Mortgage Acquisition Trust, following up on loan  
15 delinquencies, home loan workouts and home retention programs, and other general customer service  
16 functions. Further, in the event of a default under the terms of the Loan, Selene is authorized by  
17 Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for  
18 Pretium Mortgage Acquisition Trust and under applicable law to enforce the terms of the Loan.

19 5. According to Selene's books and records, the Loan is evidenced by a promissory note  
20 executed by Yudid Hernandez Rivera ("Debtor") and Jose Rivera Garcia (collectively, the  
21 "Borrowers") and dated June 27, 2007, in the original principal amount of \$257,600.00 (the "Note").  
22 See Exhibit A.

23 6. Selene's records reflect that Wilmington Savings Fund Society, FSB, d/b/a Christiana  
24 Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust holds possession of the  
25 original Note. The Note is indorsed and payable in blank. See Exhibit A.

26 7. The Note is secured by a deed of trust (the "Deed of Trust") relating to the real  
27 property commonly known as 4029 277th Pl, Auburn, Washington 98001 (the "Property"). The  
28 Deed of Trust reflects that it was duly recorded. See Exhibit B.

8. Copies of the Note and Deed of Trust which are attached hereto as Exhibits A and B are true and correct copies of said documents contained in Selene's business records.

9. On or about July 10, 2017, Debtor and Movant entered into a loan modification agreement. A copy of the Loan Modification Agreement is attached hereto as Exhibit C and incorporated herein by reference.

10. A default exists under the Loan for failure to make payments due and owing under the Note and Deed of Trust.

11. As of August 5, 2019, the post-petition payments due under the Loan are as follows:

Payments			
<u>Number of Payments</u>	<u>Payment Amount</u>	<u>Payment Dates</u>	<u>Total</u>
4	\$1,412.50	3/1/2019 to 6/1/2019	\$5,650.00
2	\$1,398.71	7/1/2019 to 8/1/2019	\$2,797.42
<i>Less Suspense:</i>			\$(13.84)
<b>Total Post-Petition Payments as of August 5, 2019:</b>			<b>\$8,433.58</b>

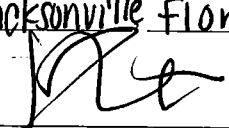
12. An additional payment will come due on September 1, 2019, and on the 1st day of each month thereafter until the Loan is paid in full.

13. As of August 5, 2019, the total amount owed under the Note is approximately \$300,141.94.

14. Selene has retained counsel to represent it in this matter, and is thereby incurring attorneys' fees and expenses.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 19<sup>th</sup> day of August, 2019, at Jacksonville Florida.

  
\_\_\_\_\_  
*Signature of Declarant*

**Keshia Stieber**

\_\_\_\_\_  
*Print Name of Declarant*